

TELECOM
PROFESSIONALS, INC.

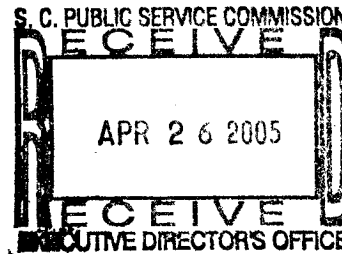
Judith A. Riley, J.D.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

April 25, 2005

Overnight Delivery

SC Public Service Commission
101 Executive Center Drive
Saluda Building, Suite 100
Columbia, SC 29210



RE: Application of Dial Tone & More, Inc. for Approval of Authority to Offer Interexchange Telecommunications Services to the Public in the State of South Carolina.

Dial Tone & More, Inc. hereby submits the enclosed Application, seeking authority to offer interexchange telecommunications services to the public in the state of South Carolina.

An original and ten (10) copies are provided. Please date stamp the extra transmittal letter enclosed for this purpose and return it in the postage paid envelope provided.

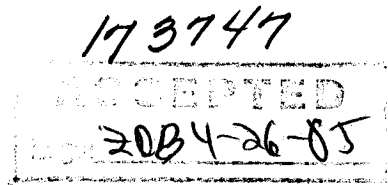
Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177 ext. 27.

Sincerely,

A handwritten signature in cursive script that reads "Heather Russell".

Heather Russell
Regulatory Consultant

Enclosure



BEFORE

THE PUBLIC SERVICE COMMISSION

OF SOUTH CAROLINA

In Re:)
Application of **Dial Tone & More, Inc.**)
For a Certificate of Public Convenience and)
Necessity to Provide Intrastate Resold)
Telecommunications Services)

Docket No. *2005-123-C*

APPLICATION

Dial Tone & More, Inc. ("Company Name" or "Applicant") hereby submits its application for a Certificate of Public Convenience and Necessity to resell intrastate telecommunications services. This filing is made pursuant to South Carolina statutes 58-9280 and 58-9-520 and the rules and regulations of the South Carolina Public Service Commission.

1. The legal name and principle address of the Applicant are:

Dial Tone & More, In.
6784 West Broad Street
Douglasville, GA 30134

2. Correspondence or communications regarding this application should be addressed to:

Judith A. Riley
2912 Lakeside Drive
Oklahoma City, OK 73120
(405) 755-8177 Voice
(405) 755-8377 Facsimile

3. The contact person regarding the ongoing operations of the company is:

Kim Smith
678-715-6464 Voice
678-715-6459 Facsimile
rentel@mindspring.com

4. **Dial Tone & More, Inc.** was incorporated in the State of **Georgia** on **09/16/1997**.

5. Applicant has a Certificate of Authority to transact business in the State of South Carolina.
A copy of this certificate is provided in Exhibit I.

6. **Dial Tone & More, Inc.** provides long distance calling to business and residential customers. **Switched Inbound and Outbound Service.**

Dial Tone & More, Inc. offers its services 24 hours per day, seven days a week to all classes of customers.

7. **Dial Tone & More, Inc.'s** underlying carrier and description of how service is provided by the underlying carrier. **Dial Tone & More, Inc.'s underlying carrier is Qwest.**

8. **Dial Tone & More, Inc.** intends to provide resold long distance telecommunications service on a 24 hour-a-day basis, originating and terminating throughout the State of South Carolina.

9. **Dial Tone & More, Inc.** has a team of managers and support personnel who are well qualified to operate a telecommunications business. Biographies of key personnel are provided in Exhibit II.

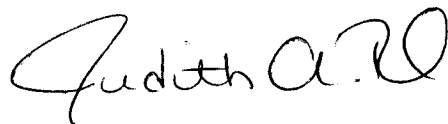
10. A copy of the Applicant's Balance Sheet and Income Statement is provided in Exhibit III in support of Applicant's financial capability to provide the proposed service.
11. Attached as Exhibit IV is a copy of **Dial Tone & More, Inc.** proposed telecommunications tariff, setting forth its rates, charges and regulations.
12. **Dial Tone & More, Inc.** requests authority to handle interLATA, intrastate calls and incidental intraLATA calls resulting from dedicated access and access code dialing. Generally, when switched access is used, intraLATA calls will be routed directly to the LEC by the Feature Group D access circuits.

Approval of **Dial Tone & More, Inc.** application will serve the public interest by offering consumers throughout the State of South Carolina a meaningful price and service option.

Dial Tone & More, Inc. reputation for quality service insures that approval of this application will also benefit consumers by creating greater competition in the interexchange marketplace. Competition in the interexchange marketplace inspires innovation and development of services that meet customer needs costs effectively.

WHEREFORE, **Dial Tone & More, Inc.** requests that the South Carolina Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing it to provide resold intrastate telecommunications services to the public as proposed herein and set forth in the attached tariff.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith A. Riley". The signature is fluid and cursive, with the first name "Judith" being the most prominent part.

Judith A. Riley
Telecom Professionals, Inc
2912 Lakeside Drive, Suite 100
Oklahoma City, Oklahoma 73120
(405) 755-8177

EXHIBIT I

AUTHORITY TO OPERATE IN SOUTH CAROLINA

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

DIALTONE & MORE, INC.,
a corporation duly organized under the laws of the state of **GEORGIA** and issued
a certificate of authority to transact business in South Carolina on **April 8th,**
1998, has on the date hereof filed all reports due this office, paid all fees, taxes
and penalties owed to the Secretary of State, that the Secretary of State has not
mailed notice to the Corporation that its authority to transact business in South
Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976
South Carolina Code, and no application for surrender of authority to do business
in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
28th day of March, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

EXHIBIT II
KEY PERSONAL BIOGRAPHIES

RESUME

PHILIP E. JOHNS

Suite 190

3295 River Exchange Drive

Norcross, Georgia 30092

(770) 734-0220 Fax: (770) 734-0228

Partner, Johns & Johns, LLC

Married to the former Sharon Ann Schillaci; two children.

Admitted to Georgia Bar, 1977.

Education:

Received J.D. degree from University of Georgia, 1977; GPA 3.68; Class Standing: 4th.

Activities and Honors: Magna Cum Laude; Order of the Coif; Phi Beta Kappa; Phi Kappa Phi; Managing Editor of Georgia Law Review; Woodruff Scholarship; Phi Alpha Delta Law Fraternity-Athletic Chairman, Treasurer and Justice; Outstanding Active Award and Scholastic Achievement Award.

Received B.A. degree in Mathematics from University of Tennessee at Chattanooga, 1974, GPA: 4.0.
Class Standing: 1st.

Activities and Honors: Summa Cum Laude with highest honors in Mathematics; Alpha (Senior Honor Society); Pi Beta Phi Alumnae Award for graduating senior with highest average; Dallye May Award for senior athlete with highest average; Winston L. Massey Mathematics Award; D. H. Overmeyer Scholarship; Who's Who in American Universities and Colleges; Blue Key; Circle K; Sigma Chi, Varsity Football-3 letters.

Experience:

1996-Present	Partner, Johns & Johns, LLC Appointed General Counsel to Georgia Association of Mortgage Brokers in 1997
1982 - 1996	General Real Estate Department; Partner McCalla, Raymer, Padrick, Cobb, Nichols & Clark.
1981 - 1982	General Real Estate Department; Associate Stuzin & Camner.
1977 - 1981	General Real Estate Department; Associate Hansell, Post, Brandon & Dorsey.
1975 - 1977	Law Clerk, Fortson, Bentley, & Griffin

Representation of Purchasers/Developers:

Preparation of condominium declarations & planned unit development covenants including compliance with FNMA, FHLMC, FHA and VA guidelines.
 Obtained an on-the-site exemption for developer from the Interstate Land Sales Full Disclosure Act.
 Acquisition of apartment complexes using owner financing including wrap-around financing.
 Conversion of apartments to condominiums.
 Acquisition of acreage tracts for subdivisions.
 Acquisition of timberland and timber leases.

Representation of Sellers:

Representation of sellers in liquidating large acreage tracts and existing subdivisions and sale of apartments.

Present and Former

Memberships: American Bar Association; Georgia Bar Association; Mortgage Bankers Association of Georgia; Georgia Association of Mortgage Brokers; Trustee for the School of Mortgage Lending of the Georgia Association of Mortgage Brokers; Education Committee of the Georgia Association of Mortgage Brokers; Mortgage Bankers Association of Georgia Loan Servicing Clinic Committee; Greater Atlanta Home Builders Association.

Speaking Engagements:

Mortgage Bankers Association of Georgia Servicing Clinic, 1980 and 1981
 State Bar of Georgia-Residential Real Estate, 1981.
 State Bar of Georgia-New Residential Loan Programs, 1982.
 State Bar of Georgia-Computerization of the Law Office, 1985
 Moderator of Condominium, PUD and Subdivision Panel for the School of Mortgage Lending of the Georgia Association of Mortgage Brokers, 1990 and 1991.
 Moderator of Panel on the Olympic Games for 1990 Loan Servicing Clinic
 Invited as expert to testify on Georgia foreclosure procedures before the Governor's Commission studying reform of Florida's foreclosure procedures (September 23, 1991).

Publications:

Edited Georgia section of Residential Mortgage Lending: State Regulation Manual (1990), Andrea Lee Negroni and Laurence E. Platt.
 Program Materials, Real Property Law Institute, Residential Real Estate, 1981.
 Program Materials, Georgia Institute of Continuing Legal Education, New Residential Loan Programs, 1982.
 Program Materials, Georgia Institute of Continuing Legal Education, Computerization of the Law Office, 1985.

Experience Overview:**Representation of permanent and construction lenders on the following:**

Closing of residential loans and loan assumptions.
Truth-in-lending, RESPA, federal and state; regulatory compliance.
Drafting and review of new forms for residential loan programs including residential wraparounds, balloon programs, variable rate programs, renegotiable rate programs, and various special and executive loan programs.
Negotiating and review of participation agreements.
Transfer of servicing rights.
Acquisition and development loans for subdivisions.
Commercial construction and permanent loans secured by apartments, warehouses, strip shopping centers with leases, and medical office buildings.
Multi-State Transactions.
Wrote numerous computer programs for residential practice.
Responsible for "doing business" opinion letters.

Foreclosure and Bankruptcy Experience:

Residential, construction and commercial foreclosures.
Wrote computer programs for foreclosure and bankruptcy department.
Correction of title defects associated with foreclosures.
Handled Chapter 11 bankruptcy proceedings on office building and construction loans.

Loss Mitigation Experience:

Asset swap and settlement between the Federal Deposit Insurance Corporation and Hamilton Mortgage Corporation.
Asset swap and settlement between Manufacturers Hangover Trust and Hamilton Mortgage.
Workouts on commercial, construction and residential loans.
FNMA loss mitigation programs

Legislation:

Researched and drafted Georgia's floating interest usury bill.
Researched and drafted proposed amendments to due on sale clause bill.
Researched and revised numerous bills affecting the mortgage industry and generally assisted the lobbyist for the Mortgage Bankers Association of Georgia.

KIMBERLY M. SMITH, VICE-PRESIDENT

Kimberly Smith is the Vice-President of AmericaSouth Communications, Inc.

Ms. Smith is the current Chief Operations Officer of Ren-Tel Communications, Inc. Ms. Smith transitioned this company from a reseller to a UNI-P CLEC with a full array of services. Ms. Smith is responsible for the current growth rate over 10.2% monthly. Ms. Smith manages all operations, maintains and handles all vendors, customer service, PSC interactions, employees, budgeting, and training. Ms. Smith has a complete understanding and knowledge of the telecommunications industry and understands what it takes to efficiently operate and manage a telecommunications company.

Ms. Smith previous careers have been in customer service, accounting, management, and consulting.

DAVID W. SMITH, SECRETARY

David Smith is the Secretary of AmericaSouth Communications, Inc. and is currently the President of Ren-Tel Communications, Inc. Mr. Smith oversees all provisioning, marketing, strategic planning and repair. Mr. Smith was the Chief Executive Officer and Owner of EZ Rent to Own in Carrollton, Georgia. Mr. Smith sold his company in 2001. In his capacity as owner of EZ, Mr. Smith manages operations and oversees sales, marketing, collections, service, hiring and finances.

Mr. Smith began his career in the rent to own business as the Network Rental-Operations Manager for six stores in Chicago, Illinois and five stores in St. Louis, Missouri. In this capacity, Mr. Smith was responsible for over \$7 million annually, inventory control, budgeting, site selection and new store openings both within and without his territory.

Exhibit III
Financial Statements

DialTone & More, Inc.
Balance Sheet
March 31, 2005

ASSETS

Current Assets

Checking - WGNB	\$ 8,468.91
Checking - BB&T	14,037.65
First Commercial Bank - Escrow	625.49
Accounts Receivable	900.34

Total Current Assets 24,032.39

Property and Equipment

Total Property and Equipment 0.00

Other Assets

Escrow - HomeTown 50,332.33

Total Other Assets 50,332.33

Total Assets \$ 74,364.72

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$ 8,030.35
Loan - Philip Johns	58,041.59
Loan - Smith	100.00
Federal Excise Tax	(143.75)

Total Current Liabilities 66,028.19

Long-Term Liabilities

Total Long-Term Liabilities 0.00

Total Liabilities 66,028.19

Capital

Additional Paid In Capital	6,592.94
Retained Earnings	(1,976.47)
Net Income	3,720.06

Total Capital 8,336.53

Total Liabilities & Capital \$ 74,364.72

DialTone & More, Inc.
Income Statement
For the Three Months Ending March 31, 2005

	Current Month		Year to Date	
Revenues				
Phone Service - BellSouth - GA	\$ 5,143.37	9.04	\$ 15,079.82	9.22
Phone Service BellSouth - SC	0.00	0.00	147.00	0.09
Phone Service - AllTel - GA	32,636.48	57.38	103,124.97	63.08
Phone Service - AllTel - SC	909.87	1.60	3,396.68	2.08
LifeLine - GA	3,930.00	6.91	11,560.11	7.07
LifeLine - SC	98.00	0.17	98.00	0.06
Customer Deposits	0.00	0.00	0.00	0.00
Agent Deposits	6,765.60	11.90	8,676.30	5.31
Call Waiting - BS	163.83	0.29	163.83	0.10
Call Waiting - AllTel	1,335.40	2.35	3,684.00	2.25
Call Forwarding - BS	0.00	0.00	100.00	0.06
Call Forwarding - AllTel	0.00	0.00	0.00	0.00
Call Return - BS	5.00	0.01	218.66	0.13
Call Return - AllTel	30.00	0.05	95.00	0.06
Package of Three - BS	60.00	0.11	96.00	0.06
Package of Three - AllTel	188.06	0.33	474.06	0.29
Non-Published Number - BS	34.83	0.06	59.83	0.04
Non-Published Number - AllTel	135.00	0.24	405.00	0.25
Call ID - BS	390.00	0.69	924.99	0.57
Call ID - AllTel	1,216.00	2.14	3,325.34	2.03
New Activation Fee	1,012.55	1.78	3,856.40	2.36
Application Fee	500.00	0.88	770.00	0.47
Move Order	420.00	0.74	997.50	0.61
Change Telephone	0.00	0.00	40.00	0.02
Change Order	75.00	0.13	373.00	0.23
Restorals - BellSouth	450.00	0.79	1,380.00	0.84
Restorals - AllTel	1,080.00	1.90	3,640.00	2.23
Inside Wire Repair	89.13	0.16	250.13	0.15
BellSouth EDI Payments	0.00	0.00	0.00	0.00
ACH Income	120.00	0.21	260.00	0.16
Return Item Charges NSF	0.00	0.00	50.00	0.03
Interest Income	85.35	0.15	247.40	0.15
Total Revenues	56,873.47	100.00	163,494.02	100.00
Cost of Sales				
BellSouth	6,246.82	10.98	18,360.44	11.23
AllTel	29,784.57	52.37	91,784.10	56.14
Toll Free	0.00	0.00	0.00	0.00
Long-Distance	0.00	0.00	0.00	0.00
Voice Mail	0.00	0.00	0.00	0.00
Total Cost of Sales	36,031.39	63.35	110,144.54	67.37
Gross Profit	20,842.08	36.65	53,349.48	32.63
Expenses				
Advertising	0.00	0.00	0.00	0.00
ACH Charges	136.00	0.24	515.68	0.32
Bank Charges	16.90	0.03	57.80	0.04
Banners & Signs	0.00	0.00	900.00	0.55
Casual Labor	0.00	0.00	278.00	0.17
Employee Lease	1,730.74	3.04	8,655.93	5.29
Dues & Subscriptions	0.00	0.00	0.00	0.00
Database	646.50	1.14	2,461.50	1.51
Call Center	3,502.13	6.16	13,560.02	8.29
Entertainment /Meals	98.76	0.17	187.06	0.11

For Management Purposes Only

DialTone & More, Inc.
Income Statement
For the Three Months Ending March 31, 2005

	Current Month		Year to Date	
Federal Excise Deposits - 720	0.00	0.00	1,203.31	0.74
GA Dept of Rev	0.00	0.00	10.00	0.01
Interest & Penalties	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00
Internet	0.00	0.00	122.37	0.07
Merchant Services - Credit Ca	20.00	0.04	40.00	0.02
Labor	0.00	0.00	0.00	0.00
Legal & Accounting	205.19	0.36	4,218.91	2.58
Licenses & Permits /Fees	0.00	0.00	0.00	0.00
Office Expense	143.88	0.25	1,338.77	0.82
Insurance	0.00	0.00	0.00	0.00
Postage	24.15	0.04	145.86	0.09
Postage & Printing	671.21	1.18	2,190.11	1.34
Refund Customer	267.45	0.47	567.92	0.35
Rent	562.50	0.99	1,687.50	1.03
Returns - NSF	292.14	0.51	774.64	0.47
Repair - Customer	0.00	0.00	0.00	0.00
Repairs - Office Equipment	0.00	0.00	161.00	0.10
Telephones	0.00	0.00	179.81	0.11
Cellular Phones	0.00	0.00	0.00	0.00
Long-Distance - Office	0.00	0.00	602.03	0.37
Utilities	0.00	0.00	52.41	0.03
Agent Commission	5,059.94	8.90	15,830.92	9.68
Depreciation - Furn. & Fixture	0.00	0.00	0.00	0.00
Depreciation - Comp & Equip	0.00	0.00	0.00	0.00
Depreciation - Organization	0.00	0.00	0.00	0.00
Wash Account	0.00	0.00	0.00	0.00
Total Expenses	13,377.49	23.52	55,741.55	34.09
Net Income	\$ 7,464.59	13.12	\$ (2,392.07)	(1.46)

Exhibit IV
Proposed Tariff

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Dialtone & More, Inc., with principal offices at 6784 West Broad Street, Douglasville, GA 30134. This tariff applies for services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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18	Original
19	Original
20	Original
21	Original
22	Original
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27	Original
28	Original
29	Original

Issued:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

Effective:

TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Alphabetical Index	4
Symbols	6
Tariff Format	7
Section 1 - Technical Terms and Abbreviations	8
Section 2 - Rules and Regulations	9
Section 3 - Description of Service	21
Section 4 - Rates	25
Section 5 – Specialized Service Arrangements	29

Issued:

Effective:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

ALPHABETICAL INDEX

	<u>Section</u>
Advance Payments	2.9
Ancillary Charges	4.2
Billing and Charges	2.11
Calculation of Distance	3.2
Cancellation or Discontinuance of Service	2.5
Collection Costs	2.12
Customer Complaints and/or Billing Disputes	2.13
Customized Service Packages	5.1
Deposits	2.8
Description of Service	3
Directory Assistance	4.3
Finance Charge	4.5
Interruption of Service	2.6
Liability of the Company	2.3
Minimum Call Completion Rate	3.3
Payphone Use Surcharge	4.4
Rates	4
Rate Schedules	4.1
Reconnection Charge	4.7
Reseller/Rebiller Certification	2.14
Responsibilities of the Customer or Subscriber	2.4
Restoration of Service	2.7
Return Check Charges	4.6
Rules and Regulations	2
Service Offerings	3.4
Special Promotional Offerings	3.5
Specialized Service Arrangements	5

Issued:**Effective:**

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

ALPHABETICAL INDEX (Continued)

	<u>Section</u>
Taxes	2.10
Technical Terms and Abbreviations	1
Timing of Calls	3.1
Undertaking of Dialtone & More, Inc.	2.1
Use and Limitations of Services	2.2

Issued:

Effective:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | |
|----------|--|
| D | Delete or Discontinue |
| I | Change Resulting in an Increase to a Customer's Bill |
| M | Moved From Another Tariff Location |
| N | New |
| R | Change Resulting in a Reduction to a Customer's Bill |
| T | Change In Text or Regulation but no Change in Rate or Charge |

Issued:

Effective:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SCPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the SCPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the SCPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the SCPSC.

Issued:**Effective:**

by:

Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – South Carolina Public Service Commission.

Company, Carrier – Dialtone & More, Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

RBOC – Regional Bell Operating Company

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued:

Effective:

by:

**Kim Smith, Vice-President
Dialtone & More, Inc.
6784 West Broad Street
Douglasville, GA 30134**

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Dialtone & More, Inc.**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Dialtone & More, Inc. for telecommunications between points within the State of South Carolina. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in South Carolina.

2.1.1 The services provided by Dialtone & More, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Dialtone & More, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Dialtone & More, Inc..

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2. RULES AND REGULATIONS (continued)

2.1 Undertaking of Dialtone & More, Inc. (continued)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 Dialtone & More, Inc.'s services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of Dialtone & More, Inc.'s services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of Dialtone & More, Inc.'s services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 Dialtone & More, Inc. does not transmit messages, but the services may be used for that purpose.

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2. RULES AND REGULATIONS (continued)

2.2 Use and Limitations of Services (continued)

2.2.5 Dialtone & More, Inc.'s services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.2.8 All facilities provided under this tariff are directly controlled by Dialtone & More, Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

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2. RULES AND REGULATIONS (continued)**2.3 Liability of the Company (continued)**

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2. RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer or Subscriber

2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Dialtone & More, Inc. on the Customer's behalf.

2.4.3 If required for the provision of Dialtone & More, Inc. services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Dialtone & More, Inc.'s services.

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2. RULES AND REGULATIONS (continued)**2.4 Responsibilities of the Customer or Subscriber (continued)**

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with Dialtone & More, Inc. facilities or services, that the signals emitted into the Dialtone & More, Inc. network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Dialtone & More, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Dialtone & More, Inc. equipment, personnel, or the quality of service to other Customers, Dialtone & More, Inc. may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Dialtone & More, Inc. may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

2.4.7 The Customer must pay for the loss through theft of any Dialtone & More, Inc. equipment installed at Customer's premises.

2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

2.5.1 Without incurring liability, Dialtone & More, Inc. may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due Dialtone & More, Inc. for more than thirty days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Dialtone & More, Inc. from furnishing its services.

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2. RULES AND REGULATIONS (continued)**2.5 Cancellation or Discontinuance of Services (continued)**

- 2.5.2 Without incurring liability, Dialtone & More, Inc. may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Dialtone & More, Inc., without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when Dialtone & More, Inc. deems it necessary to take such action to prevent unlawful use of its service. Dialtone & More, Inc. will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2. RULES AND REGULATIONS (continued)**2.6 Interruption of Service**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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2. RULES AND REGULATIONS (continued)**2.6 Interruption of Service (continued)**

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 720$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

Dialtone & More, Inc. may, in order to safeguard its interests, require a Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by Dialtone & More, Inc. as a guarantee or security for the payment of charges incurred, may be drawn upon by Dialtone & More, Inc. for any and all past due amounts, and may be increased at any time upon Dialtone & More, Inc.'s request and in its sole discretion. Dialtone & More, Inc.'s obligation to provide Services is contingent upon an initial and continuing credit approval by Dialtone & More, Inc.. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts.

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2. RULES AND REGULATIONS (continued)**2.9 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 Dialtone & More, Inc. will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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2. RULES AND REGULATIONS (continued)**2.12 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact Dialtone & More, Inc.'s representatives 24 hours a day, 7 days a week at 1-888-973-6835, or by writing to Dialtone & More, Inc., Customer Service Division, 6784 West Broad Street, Douglasville, GA 30134

2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to Dialtone & More, Inc.. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the Dialtone & More, Inc. services set forth in this tariff must possess all certifications and authorizations required by the South Carolina Public Service Commission and all other pertinent authorities.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

- 3.1.1 The Customer's long distance usage charge is based on the actual usage of Dialtone & More, Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.
- 3.1.2 The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.
- 3.1.3 All calls will be rounded to the second decimal place amount of a call charge.

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3. DESCRIPTION OF SERVICE (continued)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

Square and add: $11,249,316 + 772,641 = 12,021,957$

Divide by 10 and round: $12,021,957 / 10 = 1,202,195.70$
 $= 1,202,196$

Take square root and round: $1,202,196 = 1,096.4$
 $= 1,097 \text{ miles}$

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3. DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Switched Access Services

Dialtone & More, Inc. Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.1.A. Inbound Switched Service

Dialtone & More, Inc. Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.1.B. Outbound Switched Service

Dialtone & More, Inc. Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

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3. DESCRIPTION OF SERVICE (continued)**3.5 Special Promotional Offerings**

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

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SECTION 4 - RATES

4.1 Rate Schedules

4.1.1 Inbound Switched Service

Inbound Switched Service - \$0.065 per minute

4.1.2 Outbound Switched Service

Outbound Switched Service - \$0.064 per minute

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4. RATES (continued)**4.2 Ancillary Charges**

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Primary Residential Line	\$00.00	\$ 00.00
Non-Primary Residential Line	\$00.00	\$ 00.00
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
8XX SMS Fee (per active 8XX)	\$ 0.80	\$ 0.50
8XX Directory Assistance (per 8XX listed)	\$35.00	\$ 35.00
8XX Area Code Blocking	\$00.00	\$ 30.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00

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4. RATES (continued)**4.3 Directory Assistance**

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.75

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4. RATES (continued)**4.4 Payphone Use Surcharge**

An undiscountable payphone use surcharge of \$.54 shall apply to each coinless call which Dialtone & More, Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Dialtone & More, Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Dialtone & More, Inc.'s service.

4.5 Finance Charge

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

4.6 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

4.7 Reconnection Charge

A reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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Effective:

SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS**5.1 Customized Service Packages**

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

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